

Manufactured homes Form 16



Residential Park Comparison Document

Manufactured Homes (Residential Parks) Act 2003

This form is effective from 20 February 2025

Important

About this document

The Residential Park Comparison Document assists prospective manufactured home owners compare residential parks by providing general information about a park and their facilities and services, including the costs of moving into, living in and leaving the residential park. It is not intended to provide information about individual manufactured homes within a park. It doesn't form advice or guidance, and any prospective home owner is encouraged to seek independent financial and legal advice.

Key things to know about residential parks

Manufactured homes in residential parks are a form of housing where manufactured home owners own their dwelling and position them on sites in a residential park owned by a park owner. Home owners enter into a site agreement with the park owner for the use of the land and communal facilities, services and amenities and pay the park owner site rent.

Buying a manufactured home is a significant commitment, and when you enter into a site agreement you are agreeing to continue paying site rent for as long as you own the home, or until you remove the home from the site in the park.

In a residential park, **site rents can increase at regular intervals based on the terms of your site agreement** and subject to legislation on site rent increases in the *Manufactured Homes (Residential Parks) Act 2003*.

You should carefully consider whether you can afford the ongoing expenses of living in the residential park, and how this will increase over time. You are strongly encouraged to seek independent financial and legal advice from an experienced Queensland lawyer about your rights, options and obligations as a manufactured home owner before buying a manufactured home in a residential park and entering into a site agreement.

For more information about residential parks and the *Manufactured Homes (Residential Parks) Act 2003*, please see <https://www.qld.gov.au/housing/buying-owning-home/housing-options-in-retirement/manufactured-homes/about-manufactured-homes>.

The information in this Residential Park Comparison Document is correct as at 30/10/2025 [\[insert date\]](#). Some of the information included may not apply to existing site agreements.

Park owner signature  Date 30/10/2025

Residential park details

Park name Thyme Lifestyle Resort Palm Cove

Phone 1300 120 444

Park address 38-68 REEFSEDGE WAY

Suburb KEWARRA BEACH State QLD Postcode 4879

Website palmcove.thyme.com.au Number of current manufactured home sites 368

Park contains: ☒ only manufactured homes ☐ multiple dwelling types (see section 15)

Total number of sites (including other dwelling types) currently in park 368

Development status: ☐ Completed ☒ Under development (see section 16 for details)

Re-development planned in the next 5 years: ☐ Yes ☒ No (see section 16 for details)

Year Residential Park began operating 2025

Part 1 – Site rent and other costs

1 Site rent for new site agreements

*(GST exclusive)

Declaration of what site rent will be for new home owners.

Site rent* (or range of site rent) payable by new owners

\$550.00 - \$620.00

This applies to site agreements entered from 30/10/2025 DD/MM/YYYY)

How often is site rent due:

☐ Weekly ☒ Fortnightly ☐ Monthly ☐ Other (specify)

2 Site rent increases

The proposed basis for how site rent can be increased under a site agreement for the site.

How does site rent increase for new home owners in the residential park?

Basis

Current site rent increased by the greater of the following percentages - (a) CPI

increase June quarter); (b) 3.5%

General increase day 1/11/2026 (DD/MM/YYYY)

A general increase day is the day that site rent increases for all sites using a particular basis. A general site rent increase for a site cannot occur more than once a year.

Frequency

☒ Annual ☐ Other (specify)

Additional information (specify any additional basis, increase day and frequency below)

.....
.....
.....

Note: general site rent increases are limited to once per year using only a single basis at a time. However, some park owners may have multiple bases which apply in different years.

3 Mandatory costs or fees not included in site rent (GST inclusive)

Note: Does not include sales commissions where the park owner resells homes.

Are home owners in the park required to pay any additional costs or fees which are not included in site rent?

☒ Yes (provide details below) ☐ No

Total costs / fees: \$ Unknown

Details of costs / fees and when payable:

Utilities including but not limited to water, sewerage / waste water insurance on manufactured home.

Part 2 – Utilities and services

4 Electricity

Service Charge/s (individually measured and/or metered)

☐ Included in site rent ☒ Not included in Site Rent

☐ Other (specify)

Usage Charge/s (individually measured and/or metered)

☐ Included in site rent ☒ Not included in Site Rent

☐ Other (specify)

Does the park contain an embedded network for the supply of any electricity in the residential park?

☒ Yes ☐ No

For more information about embedded networks see:

<https://www.aer.gov.au/consumers/understanding-energy/embedded-networks-customers>

Can solar panels be installed on manufactured homes?

☒ Yes ☐ No

Are there any known conditions/restrictions on the installation or use of solar panels in the residential park?

☒ Yes ☐ No

If yes, specify

See Attachment A

5 Water

Service Charge/s (individually measured and/or metered)

☐ Included in site rent ☒ Not included in Site Rent

☐ Other (specify)

Usage Charge/s (individually measured and/or metered)

☐ Included in site rent ☒ Not included in Site Rent

☐ Other (specify)

6 Sewage	<p>Service Charge/s</p> <p><input type="checkbox"/> Included in site rent <input checked="" type="checkbox"/> Not included in Site Rent</p> <p><input type="checkbox"/> Other (specify)</p> <p>Usage Charge/s</p> <p><input type="checkbox"/> Included in site rent <input checked="" type="checkbox"/> Not included in Site Rent</p> <p><input type="checkbox"/> Other (specify)</p>
7 Gas	<p>Service Charge/s (individually measured and/or metered)</p> <p><input type="checkbox"/> Included in site rent <input checked="" type="checkbox"/> Not included in Site Rent</p> <p><input type="checkbox"/> Other (specify)</p> <p>Usage Charge/s (individually measured and/or metered)</p> <p><input type="checkbox"/> Included in site rent <input checked="" type="checkbox"/> Not included in Site Rent</p> <p><input type="checkbox"/> Other (specify)</p>
8 Telephone	<p><input type="checkbox"/> Included in site rent <input type="checkbox"/> Available but not included in site rent</p> <p><input type="checkbox"/> Not available <input checked="" type="checkbox"/> Other (specify) Only available as VOIP</p> <p>.....</p>
9 Internet	<p><input type="checkbox"/> Included in site rent <input checked="" type="checkbox"/> Available but not included in site rent</p> <p><input type="checkbox"/> Not available <input type="checkbox"/> Other (specify)</p> <p>.....</p>
10 Other utilities and services	<p>Details of other services or utilities (for example, food services, gardening services, personal care services, transportation services) including whether provision of these services by the Park Owner is included in site rent</p> <p>NIL.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>

11 Park Manager and staff

Please provide details about the availability of park management.

Is an on-site manager (or representative) available to home owners?

☒ Yes ☐ No

Details of on-site availability:

Park managers office open 3 hours a day, 3 days a week. See Park.....
managers office door for times and days.

Does the on-site manager live on-site or work on-site?

☐ Lives on-site ☒ Works on-site ☐ Not applicable

Does the park have an after-hours emergency contact?

☒ Yes ☐ No

After-hours emergency contact details

Phone 1300 120 444 - Only for park related issues such as water,.....
electricity, sewerage, park gates.

Do any other staff work in the residential park?

☒ Yes ☐ No

If yes, provide details (e.g. First Aid Officer, Security, Grounds person etc).

Sales person.....

Part 3 – Facilities and amenities

12 Communal/shared facilities Please provide details about the facilities currently available in the park, including any additional costs for the use of these facilities.

(NOTE: Under section 14 (a) (iii) of the Act, a home-owner has non-exclusive use of the park's common areas and communal facilities).

☐ Activities, workshops or games room/s

Details.....

.....

Cost: ☐ Included in site rent ☐ Additional fee (specify)

.....

Available to: ☐ Home owners ☐ Guests / Visitors ☐ Public

☐ BBQ area outdoors

Details.....

.....

Cost: ☐ Included in site rent ☐ Additional fee (specify)

.....

Available to: ☐ Home owners ☐ Guests / Visitors ☐ Public

☐ Bowling green

☐ Indoor ☐ Outdoor

Details.....

.....

Cost: ☐ Included in site rent ☐ Additional fee (specify)

.....

Available to: ☐ Home owners ☐ Guests / Visitors ☐ Public

☐ Club House

Details.....

.....

Cost: ☐ Included in site rent ☐ Additional fee (specify)

.....

Available to: ☐ Home owners ☐ Guests / Visitors ☐ Public

☐ Communal open space

Details.....
.....

Cost: ☐ Included in site rent ☐ Additional fee (specify)

.....

Available to: ☐ Home owners ☐ Guests / Visitors ☐ Public

☐ Gym

Details.....
.....

Cost: ☐ Included in site rent ☐ Additional fee (specify)

.....

Available to: ☐ Home owners ☐ Guests / Visitors ☐ Public

☐ Library

Details.....
.....

Cost: ☐ Included in site rent ☐ Additional fee (specify)

.....

Available to: ☐ Home owners ☐ Guests / Visitors ☐ Public

☐ Restaurant / Cafe

Details.....
.....

Cost: ☐ Included in site rent ☐ Additional fee (specify)

.....

Available to: ☐ Home owners ☐ Guests / Visitors ☐ Public

☐ Shops

Details.....
.....

Cost: ☐ Included in site rent ☐ Additional fee (specify)

.....

Available to: ☐ Home owners ☐ Guests / Visitors ☐ Public

☐ Park bus or other park-supplied transport options

Details (conditions for use)

.....

.....

Cost: ☐ Included in site rent ☐ Additional fee (specify)

.....

Frequency:

Available to: ☐ Home owners ☐ Guests / Visitors ☐ Public

☐ Swimming pool

☐ Indoor ☐ Outdoor ☐ Heated ☐ Not heated

Size:

Details.....

.....

Cost: ☐ Included in site rent ☐ Additional fee (specify)

.....

Available to: ☐ Home owners ☐ Guests / Visitors ☐ Public

☐ Tennis court / Pickleball

Details.....

.....

Cost: ☐ Included in site rent ☐ Additional fee (specify)

.....

Available to: ☐ Home owners ☐ Guests / Visitors ☐ Public

☐ Changing rooms and showers at sports facilities

Details.....

.....

☐ Kitchens in communal facilities

Details.....

.....

Cost: ☐ Included in site rent ☐ Additional fee (specify)

.....

Available to: ☐ Home owners ☐ Guests / Visitors ☐ Public

☐ Other facilities and amenities (specify below, including availability and cost)

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.....

13 Parking

Please provide details of parking available to home owners and their guests.

Do home owners have personal parking space/s on their site?

☐ Yes ☐ No ☒ Varies by site

Are there any restrictions on home owners parking on or adjacent to their site (e.g. on their driveway)? If so, please provide details:

All Home owners vehicles to be park in garage of home or driveway

Is there additional parking available for home owner use in the park?

☐ Yes ☒ No

If yes, specify number of spaces and any conditions

.....

Is there additional parking available for visitor use?

☒ Yes ☐ No

If yes, specify number of spaces 114

Is there parking available for large vehicles such as trailers, motorhomes, caravans, boats or other recreational vehicles?

☒ Yes ☐ No

If yes, specify number of spaces and any conditions

Total of 70 spaces. License agreement to be entered into for use.

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Are there any fees in addition to site rent applicable to the use of parking spaces for large vehicles such as trailers, motorhomes, caravans, boats or other recreational vehicles?

☒ Yes ☐ No

If yes, provide details

\$25.00 per week increasing yearly by CPI +2 %.

.....

<div><div>14 Security and safety</div><div><p>Note: Park Owners are required to maintain and implement an emergency plan for the residential park.</p><p>Additional features listed at park owners discretion. This list may not be exhaustive. Please enquire with park owner for more details.</p></div></div>	<div><div>Does the residential park have any of the following security and safety features?</div><div><div><input type="checkbox"/> Security cameras</div><div><input checked="" type="checkbox"/> Key fob/pin code operated Security gates</div><div><input type="checkbox"/> Emergency phones</div><div><input type="checkbox"/> Defibrillator(s)</div></div><div><div>Provide details of any other notable security or safety features of the park?</div><div><div></div><div></div><div></div><div></div></div></div></div>
<div><div>15 Accessibility features</div><div><p>Please provide details of features in the park to assist home owners with mobility or other issues.</p><p>Details are provided for comparative information only. Home owners with specific accessibility requirements should contact the park owner to ensure the park can meet their needs.</p></div></div>	<div><div>Does the residential park have any of the following accessibility features in the common areas of the residential park?</div><div><div><input type="checkbox"/> Ramps</div><div><input type="checkbox"/> Lifts</div><div><input type="checkbox"/> Wheelchair-accessible toilets</div><div><input type="checkbox"/> Extra-wide doors</div><div><input type="checkbox"/> Wheelchair-accessibility to Letterboxes</div><div><input type="checkbox"/> Wheelchair-accessibility to Residential Park Office</div></div><div><div>What parts of the park have these features?</div><div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div></div></div>

Part 4 – Miscellaneous

16 Other dwellings	<p>Does the park contain dwellings other than manufactured homes (i.e., is a mixed-use park)?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, provide details, for example caravans, holiday rental cabins, residential premises (including manufactured homes) under residential tenancy agreements)</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
17 Development <small>Indications of future plans may be subject to change. For more information contact the park owner.</small>	<p>Has development of the park been completed?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If no, provide details of how many sites, including manufactured home sites and other dwellings will be available when planned development is completed and the anticipated date for completion?</p> <p>368 sites in total in the park under the current development application.....</p> <p>Anticipated all sites to be available by 2032.</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>If no, provide details of any services, amenities or facilities that will become available when development is complete, including when these will be available</p> <p>Attachment D.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
18 Home owners committee	<p>Does the park have a home owners' committee?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
19 Letting the home	<p>Do site agreements in the residential park permit home owners to let their home to another person?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, detail any restriction on letting:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>

<p>20 Temporary stays</p>	<p>Do site agreements in the residential park include any limitations or requirements on people temporarily staying in the residential park? (For example, house sitters, pet sitters or family members temporarily staying at the home)?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, detail any limitations or requirements?</p> <p>a) The home owner must not, without the park owner's prior written consent:</p> <p>(i) permit the manufactured home or the site to be occupied by any person(s) (who is not a home owner named in Part 1 Section 2 of the Form 2) whilst the home owner is not present; or</p> <p>(ii) have any invitees on the site for more than 14 days in any six month period.....</p> <p>(b) At least two days prior to having any Invitee stay in the manufactured home or on the site the home owner must give the park owner notice in writing of the Invitee's name and the period of time the home owner expects the Invitee will stay.</p> <p>(c) The home owner must not require an Invitee to pay any fee to the home owner for staying in the manufactured home or on the site.</p>
<p>21 Insurance</p> <p>Please provide details about any insurance taken out over the park land and/or facilities</p>	<p>Are the communal facilities and land in the residential park insured?</p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>What is covered by the insurance?</p> <p><input type="checkbox"/> Flood <input type="checkbox"/> Storm <input type="checkbox"/> Fire <input checked="" type="checkbox"/> Public liability</p> <p>Note: home owners will generally be responsible for insuring their own property in the park.</p> <p>Are home owners required to insure their manufactured home?</p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, provide details:</p> <p>The home owner must maintain adequate insurance with a reputable insurer for:</p> <p>(a) loss or damage in respect of the manufactured home, its contents and any other improvements on the site;</p> <p>(b) public liability insurance in an amount reasonably nominated by the park owner, but not less than \$10 million; and</p> <p>(c) any other risks notified by the park owner, acting reasonably.</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>

Part 5 – Park Rules

22 Pets

Are there any restrictions on pets in the park?

☒ Yes ☐ No

If yes, provide details:

See Attachment B

23 Park rules

Please provide a list of the park rules (may be provided as an attachment)

See Attachment C

Part 6 – Park details and operations

24 Park owner details

☐ Individual owner/s

Title.....Full name

Title.....Full name

Title.....Full name

☒ Corporate owner

Full company / corporation name

SERENITAS OPERATIONS PTY LIMITED

Australian Company Number (ACN) 682 707 339

Australian Business Number (ABN) 51 682 707 339

Business address

SUITE 36.03, 60 MARGARET STREET

Suburb SYDNEY State NSW Post code 2000

Phone number 1300 120 444

Email address palmcovemanager@thyme.com.au

25 Park contact

Please provide contact details for the residential park for information and enquiries if different from above.

Contact name.....

Park phone.....

Park email.....

Further Information

If you would like more information, contact the Department of Housing and Public Works on 13 QGOV (13 74 68) or visit our website at

www.hpw.qld.gov.au

Regulatory Services (Department of Housing and Public Works)

Regulatory Services administers *the Manufactured Homes (Residential Parks) Act 2003*. This includes investigating breaches of the Act.

Department of Housing and Public Works

GPO Box 690, Brisbane, QLD 4001

Phone: 07 3013 2666

Email: regulatoryservices@housing.qld.gov.au

Website: www.housing.qld.gov.au/housing

Queensland Retirement Village and Park Advice Service (QRVPAS)

Specialist service providing free information and legal assistance to home owners and prospective home owners in residential parks in Queensland.

Caxton Legal Centre Inc

Level 23, 179 Turbot Street

Brisbane Qld 4000

Phone: 07 3214 6333

Email: qrvpas@caxton.org.au

Website: www.caxton.org.au

The Queensland Manufactured Home Owners Association Inc (QMHOA)

Is a peak body representing owners of manufactured homes in Queensland.

They provide information and assistance to home owners and prospective home owners in relation to their rights and responsibilities under the *Manufactured Homes (Residential Parks) Act 2003*.

Phone: 07 3040 2344

Website: www.qmhoa.org.au

Seniors Legal and Support Service

Provides free legal and support services for seniors concerned about elder abuse, mistreatment or financial exploitation.

Caxton Legal Centre Inc

Level 23, 179 Turbot Street

Brisbane Qld 4000

Phone: 07 3214 6333

Email: slas@cxton.org.au

Website: www.caxton.org.au/sails_slas

Queensland Civil and Administrative Tribunal (QCAT)

This independent decision-making body helps resolve disputes and reviews administrative decisions by government.

GPO Box 1639, Brisbane, QLD 4001

Phone: 1300 753 228

Email: enquiries@qcat.qld.gov.au

Website: www.qcat.qld.gov.au

Queensland Law Society

Find a solicitor

Law Society House

179 Ann Street, Brisbane, QLD 4000

Phone: 1300 367 757

Email: info@qls.com.au

Website: www.qls.com.au

Department of Justice and Attorney-General

Dispute Resolution Centres provide a free, confidential and impartial mediation service to the community.

Phone: 07 3006 2518

Toll free: 1800 017 288

Website: www.justice.qld.gov.au

ATTACHMENT A SOLAR

As the park has an embedded network any additional solar must be approved by the Distributed Network Service Provider (DNSP) and park management. If the total embedded network has self-generated electricity (such as solar) above 30Kva all additional self-generated electricity will need to comply with the connection standards (Energy Queensland's STNW1174) Part of this is where a company with a staff member (or a subcontractor) that is part of the Register of Professional Engineers Queensland (RPEQ) submits a design certification report to the DNSP, this is done by the company that sells to equipment to the home owner not the park owner. (Part of this document describes the hardware to be used (Inverter type and panel type) methodology of control of power production and export (where applicable) and maintenance and control of predetermined power quality parameters. (This includes voltage rise, over and under voltage, over and under frequency among other settings.)

The DNSP only allows for 1 enquiry at a time. The park owner or another home owner may already have an open enquiry with the DNSP that must be finalised before a home owner can start another enquiry / application with the DNSP.

The home owner may find that the costs associated with this process outweigh the benefit from adding solar as an individual and this process may be more beneficial if multiple home owners preform this at the same time to distribute the required costs by the DNSP between multiple home owners.

The Park Owner also requests the home owner to fill in the Alteration and Addition request form as per the site agreement. (An extract is below)

4.4 Alterations with consent

- (a) The home owner must not carry out any alterations, improvements or additions of any kind, to:
 - (i) the manufactured home that are visible from outside of the manufactured home; or
 - (ii) the site or any improvements or services on the site,without:
 - (iii) the park owner's prior written consent; and
 - (iv) the approval (where necessary) of any relevant Authority.
- (b) The park owner must not unreasonably refuse to give its consent to a request made by the home owner under special term 4.4(a).
- (c) Any pre-existing alterations to the manufactured home, any improvements on the site or any pre-existing alterations to the site visible from outside the manufactured home generally are deemed unapproved unless written approval from the park owner (or its predecessor) and (if required) the relevant Authority can be produced.

4.5 **Solar Systems**

If:

- (a) the park owner gives its consent to a request made by the home owner under special term 4.4(a) to install an electricity generation and/or storage system on the manufactured home or the site (**Solar System**); or
- (b) a Solar System is already installed on the manufactured home or the site,

the home owner acknowledges and agrees:

- (c) the home owner:
 - (i) is responsible for all costs associated with the installation, connection, use, maintenance and repair of the Solar System;
 - (ii) installs and uses the Solar System at the home owner's risk; and
 - (iii) releases the park owner and its Agents from all Claims arising out of or in connection with the installation and use of the Solar System, except to the extent the Claim is caused or contributed to by the negligence or default of the park owner or its Agents; and
- (d) the park owner is not liable for (or required to arrange) any payment or credit to be allowed to the home owner for any excess power the Solar System may generate.

ATTACHMENT B PETS

Park Rules

7. Pets

7.1 Approval

Pets must not be kept in a home or on a site without the prior approval of the park owner obtained in accordance with the site agreement.

7.2 Site agreement terms

If the park owner provides approval for a pet, then the home owner must comply with the terms of the site agreement regarding pets and any pet policy in force in the Park from time to time.

7.3 Revocation

The park owner may revoke its approval to keep a pet at any time if it considers the home owner to not be complying with park rules.

Site Agreement Special Terms

3.9 Pets

- (a) The home owner must not keep any animals or pets in the manufactured home or on the site without the park owner's prior written consent. The park owner will not unreasonably withhold its consent to a request by a home owner to keep a pet.
- (b) The home owner must ensure:
 - (i) the keeping of the pet complies with local government laws;
 - (ii) the pet does not disturb other home owners or their invitees;
 - (iii) the pet is a domesticated animal;
 - (iv) the home owner provides details of the type and size of the pet to the park owner;
 - (v) the pet is clean and properly toilet trained and the home owner tidies up after the pet;
 - (vi) the pet is kept on a leash at all times whilst in the park (and not in the manufactured home); and
- (c) The park owner may withdraw its consent for a pet if the home owner (or the pet) does not comply with special term 3.9(b). The onus of proving that the pet complies is on the home owner.

THYME LIFESTYLE RESORT PALM COVE PARK RULES FOR HOME OWNERS

1. Preamble

1.1 **General**

- (a) These rules are intended to enhance and protect:
 - (i) each home owner's use and enjoyment of the common areas and communal facilities in the Thyme Lifestyle Resort Palm Cove residential community (**Park**); and
 - (ii) the friendly and vibrant lifestyle at the Park.
- (b) These rules must be complied with by all home owners and their guests and anyone visiting the Park.
- (c) Home owners are responsible for ensuring anyone they invite into the Park is aware of and complies with these rules. Any invitee who fails to comply may be asked to leave the Park immediately.

1.2 **Site agreements**

- (a) These rules are to be read in conjunction with the terms of the site agreement entered into by the home owners.
- (b) If there is any inconsistency, the site agreement prevails.

2. Use and operation of the common areas and communal facilities

2.1 **Home owners and guests**

- (a) The common areas and communal facilities at the Park are for use by all home owners and their guests in common with any other person/s the park owner authorises to use the common areas and communal facilities.
- (b) Guests must always be accompanied by the home owner when using the communal facilities.

2.2 **Risk and safety**

- (a) Home owners and their guests use the common areas and communal facilities at their own risk.
- (b) Home owners must ensure they are aware of any safety and emergency procedures in place for use of the common areas and communal facilities.

2.3 **Neat and tidy**

Home owners and their guests must leave the common areas and communal facilities in a neat and tidy condition after use. The Park Owner may require a cleaning bond is put in place to cover any cleaning cost for use of facilities by homeowners should the facility be left unclean.

2.4 **Alcohol and smoking**

Home owners must not consume alcohol or smoke (or allow their guests to do so) anywhere in the Park other than on:

- (a) the home owner's site; or
- (b) an area within a common area or communal facility the park owner designates as appropriate for consuming alcohol and/or smoking.

2.5 Maintenance

The park owner will arrange for all maintenance and repair of the common areas and communal facilities.

2.6 Restrictions and damage

- (a) Home owners must not (and ensure their guests do not):
 - (i) make any alterations to a common area or communal facility; or
 - (ii) paint, affix or display any signs, advertisements, notices, posters, placards, banners or like matter to or on any part of the common areas or communal facilities,without the prior consent of the park owner.
- (b) Home owners are responsible for the cost of any damage to the common areas or communal facilities caused by the home owner or their guests.
- (c) Home owners must give the park manager prompt notice of any damage to or disrepair of the common areas and communal facilities they become aware of.

3. Noise

3.1 Noise levels

- (a) Home owners must ensure noise is kept at a level which does not interfere with the quiet enjoyment of other home owners (or their guests) in the Park.
- (b) Home owners must not use power tools, machinery, lawn mowers and other similar noise-making equipment before 8:00am Monday to Saturday, before 10:00am on Sunday and after 6:00pm on any day.

4. Sports and recreational facilities

4.1 Use

The communal facilities will include: **(Recreational Facilities)**.

- (a) Clubhouse
- (b) Bowling Green
- (c) Gymnasium
- (d) Tennis and Pickleball court
- (e) Swimming Pool and spa
- (f) Dog off leash area
- (g) Hobby Shed

4.2 Specific rules

- (a) The park owner may publish specific rules **(Specific Rules)** for the use of the Recreational Facilities and display those rules at or near the relevant facility.
- (b) The rules will deal with operational and safety issues for the Recreational Facility, including hours of operation, supervision, hygiene, general use, the requirements to leave clean and tidy and safety procedures.

4.3 Compliance

Home owners must comply with and ensure their guest comply with all Specific Rules.

5. Motor vehicles and traffic

5.1 General

A home owner must not:

- (a) use any vehicle in the Park in a way that is dangerous to any other person or property; and
- (b) allow any vehicle owned by or in the custody of the home owner or a guest to be used by an unlicensed driver within the Park or driven within the Park if the vehicle is unregistered.

5.2 Parking

A home owner's vehicle or vehicles must be parked in the home owner's garage / driveway (provided the vehicle has no overhang onto the roadway) on their site and not anywhere else on the site or in the Park.

5.3 Caravans and trailers

Caravans, campervans, vans, buses, trailers, and boats must not be parked on a site or in visitor parking bay areas or in any other part of the Park without approval of the park owner, except if expressly allowed under the home owner's site agreement.

5.4 Road rules

Home owners must:

- (a) observe a speed limit of 10 kilometres per hour (or less where marked) while driving vehicles within the Park; and
- (b) comply with the State and/or Local Government road rules as if (to the extent practicable) they apply to all internal roads, pathways and common areas in the Park.

5.5 Visitors

All visitors' cars must:

- (a) be parked on either their hosts' site or in areas designated for visitors by the park owner; and
- (b) observe the speed limits and road rules put in place by the park owner.

5.6 Entry and exit

All vehicles must enter and exit the Park using the roads and driveways designated by the park owner.

5.7 Gate operation

The access gates to the Park will be secured and operated by FOB available to home owners. Home owners must immediately inform the park operator of any lost FOB and may be required to reimburse the park owner for any costs incurred by the park owner in connection with the lost FOB.

6. Rubbish

6.1 Property receptacle

Home owners must place all rubbish refuse in a proper receptacle with a tight fitting lid or top and keep the receptacle:

- (a) closed;
- (b) at the rear of their site (or another place the park owner directs which is not visible from the front of the site); and
- (c) in a clean and odourless condition to the satisfaction of the park owner.

6.2 General waste

All general waste rubbish must be put in a bag and tied at the top before it is placed in a receptacle.

6.3 Recycling

Recyclable rubbish must be placed in recycle bins.

6.4 Bulky items

Home owners must ensure any bulky rubbish items on their site are removed promptly from the Park at the home owner's expense.

6.5 No burning or composting

Burning of rubbish and composting of waste is not permitted at the Park.

7. Pets

7.1 Approval

Pets must not be kept in a home or on a site without the prior approval of the park owner obtained in accordance with the site agreement.

7.2 Site agreement terms

If the park owner provides approval for a pet, then the home owner must comply with the terms of the site agreement regarding pets and any pet policy in force in the Park from time to time.

7.3 Revocation

The park owner may revoke its approval to keep a pet at any time if it considers the home owner to not be complying with park rules.

8. General

8.1 Consent

Where the park owner's consent is required under these park rules, the consent may be given in writing by the park manager appointed by the park owner.

8.2 Amendment to these rules

These rules may be changed by the Owner at any time in accordance with section 78 of the Manufactured Homes (Residential Parks) Act 2003

ATTACHMENT D

Form 1B – Part 2 – Facilities Details

The Park will include the development of shared facilities and services.

These facilities will be provided in stages of the Development.

The shared facilities developed as part of the Park, and the timing of these, is proposed to be:

Staging	Facility and Amenity Included	Timing (DA STAGES)
Stage 1 Clubhouse	Clubhouse including <ul style="list-style-type: none">• Craft room• Cinema• Library• Kitchen• Dinning room• Games room• Snooker room• Bar• Gymnasium• Outdoor BBQ area• Outdoor terrace Bowling Green Swimming Pool and SPA	Before end of Stage 3 Homes
Stage 2 Additional Facilities	Pickleball courts	Before end of Stage 4 Homes
Stage 3 Additional Facilities	Hobby Shed	Before end of Stage 4 Homes
Stage 4 Final stage of Facilities	Dog off leash area	Before end of Stage 8 homes

PLEASE NOTE: The Timing DA STAGES referred to in this document are not a reflection on sales releases they are the stages as per the approved development plan approved by the Cairns regional Council.